

EXHIBIT 19

WEIL, GOTSHAL & MANGES LLP
 Attorneys for the Debtors
 767 Fifth Avenue
 New York, New York 10153
 (212) 310-8000
 Martin J. Bienenstock (MB 3001)
 Brian S. Rosen (BR 0571)
 Sylvia Ann Mayer (Pro Hac Vice)

**UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK**

----- X	
In re	: Chapter 11
ENRON CORP., et al.,	: Case No. 01-16034 (AJG)
	: Jointly Administered
Reorganized Debtors.	:
----- X	

**NOTICE OF PRESENTMENT OF ORDER APPROVING
 AMENDED SCHEDULE S TO PLAN SUPPLEMENT**

PLEASE TAKE NOTICE that, pursuant to Local Rule of Bankruptcy Procedure 2002-2, the undersigned will present the annexed proposed order (the “Proposed Order”) approving Enron Corp., et al.’s Amended Schedule S to the Plan Supplement (the “Amended Schedule S”) for signature to the Honorable Arthur J. Gonzalez, United States Bankruptcy Judge, on August 25, 2005 at 10:00 a.m. (New York City Time), in Room 523 of the United States Bankruptcy Court, Alexander Hamilton Custom House, One Bowling Green, New York, New York, 10004.¹

PLEASE TAKE FURTHER NOTICE that responses or objections to the Amended Schedule S, if any, must be (a) made in writing, conforming to the Federal

¹ Unless otherwise defined herein, all capitalized terms shall have the meanings that are ascribed to such terms in the Plan.

Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Bankruptcy Court, (b) filed with the Bankruptcy Court electronically in accordance with General Order M-242 (General Order M-242 and the User's Manual for the Electronic Case Filing System can be found at www.nysb.uscourts.gov, the official website for the Bankruptcy Court), by registered users of the Bankruptcy Court's case filing system and, by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), Wordperfect or any other Windows-based word processing format (with a hard copy delivered directly to Chambers) and (c) served in accordance with General Order M-242 and upon: (1) the Reorganized Debtors, Four Houston Center, 1221 Lamar, Suite 1600, Houston, Texas 77010, Attn: General Counsel; (2) Weil, Gotshal & Manges LLP, counsel to the Reorganized Debtors, 767 Fifth Avenue, New York, New York 10153, Attn: Martin J. Bienenstock, Esq. and Brian S. Rosen, Esq. (Facsimile: 212-310-8007); and (3) the Office of the United States Trustee, 33 Whitehall Street, 21st Floor, New York, NY 10004, Attn: Mary Elizabeth Tom, Esq. in each case so as to be actually received by no later than August 22, 2005 at 5:00 p.m. (New York City Time) (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that, if a written objection is timely filed and served in accordance with the previous paragraph, a hearing to consider the Amended Schedule S will be held on September 1, 2005 at 10:00 a.m. (New York City Time) or as soon thereafter as counsel may be heard. The moving and objecting parties are required to attend the hearing, and failure to attend in person or by counsel may result in relief being granted or denied upon default.

PLEASE TAKE FURTHER NOTICE that, in the event that no objection to the Amended Schedule S has been properly filed and served by the Objection Deadline, the Bankruptcy Court may enter the Proposed Order without a hearing.

Dated: New York, New York
July 29, 2005

/s/ Brian S. Rosen

Martin J. Bienenstock (MB 3001)

Brian S. Rosen (BR 0571)

Sylvia Ann Mayer (Pro Hac Vice)

WEIL, GOTSHAL & MANGES LLP

767 Fifth Avenue

New York, New York 10153

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ATTORNEYS FOR REORGANIZED
DEBTORS

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11
	:	
ENRON CORP., et al.,	:	Case No. 01-16034 (AJG)
	:	
	:	Jointly Administered
Reorganized Debtors.	:	
-----	X	

**ORDER APPROVING AMENDED
SCHEDULE S TO THE PLAN SUPPLEMENT**

Upon consideration of the Amended Schedule S to the Plan Supplement filed by the Reorganized Debtors on July 29, 2005 and attached hereto as Exhibit A (the "Amended Schedule S");¹ and it appearing that such amendment is in the best interests of the Reorganized Debtors, their Creditors and all parties in interest; and good and sufficient notice having been provided to all applicable parties pursuant to the Second Amended Case Management Order; and it appearing that no other or further notice need be provided; and the Court having reviewed the Amended Schedule S and no objections to the amendment having been interposed; and the Court having determined that there is just cause for the approval of Amended Schedule S; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED:

1. Amended Schedule S is APPROVED in all respects and hereby replaces and supersedes the Schedule S included in the Plan Supplement dated March 9, 2004.

Dated: New York, New York
_____, 2005

HONORABLE ARTHUR J. GONZALEZ,
UNITED STATES BANKRUPTCY JUDGE

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Plan.

EXHIBIT A

SCHEDULE OF TYPES OF CLAIMS ENTITLED
TO THE BENEFITS OF SUBORDINATION AFFORDED
BY THE DOCUMENTS SET FORTH ON
EXHIBIT "L" OF THE PLAN

This Schedule lists the instruments and types of claims described on Exhibit "L" to the Plan that are entitled to the benefits of subordination according to the provisions of the Enron Subordinated Debentures, the Enron TOPrS Debentures or the Loan Agreement executed in connection with either the Enron Capital Resources, L.P. 9% Cumulative Preferred Securities, Series A or the Enron Capital LLC 8% Cumulative Preferred Securities; provided however, that, the inclusion of an instrument or type of claim herein shall not, nor shall it be construed to, be an admission as to the ultimate allowance of such a claim nor shall it preclude the Reorganized Debtors from objecting to a claim on any grounds available to them. Similarly, nothing contained herein shall preclude the Reorganized Debtors from seeking equitable subordination of any claims. Distributions with respect to this Schedule will begin no sooner than October 2005 and may not begin until April 2006 or thereafter. The ability to distribute to senior indebtedness is contingent on a number of factors, including, but not limited to, (i) entry of a final order by the Bankruptcy Court approving this amended Schedule S, and (ii) liquidation of senior claims. THE REORGANIZED DEBTORS SUGGEST THAT EACH CREDITOR CONSULT WITH ITS COUNSEL AS TO ITS ENTITLEMENT TO THE BENEFITS OF THE RESPECTIVE SUBORDINATION PROVISIONS.

A. Claims Entitled to Benefits of Subordination of Enron Subordinated Debentures

1. Claims arising from and relating to 4.375% bonds due 4/08/05(CUSIP XS0096366686)
2. Claims arising from and relating to that certain U.S. \$1.75 billion 364-Day Revolving Credit Agreement dated May 14, 2001 among Enron Corp., as Borrower, Citibank and JPMorgan Chase Bank as Co-Administrative Agents, and the Banks named therein
3. Claims arising from and relating to that certain U.S. \$1.25 billion Long-Term Revolving Credit Agreement dated May 18, 2000 among Enron Corp., as Borrower, Citibank and JPMorgan Chase Bank as Co-Administrative Agents, and the Banks named therein
4. Claims arising from and relating to convertible senior note due 2021 (CUSIP 293561CC8/293561CD6)
5. Claims arising from and relating to floating rate notes due 6/18/03 (Yen CUSIP XS0130764649)
6. Claims arising from and relating to 0.77% bond due 6/18/03 (CUSIP XS0130765026)

7. Claims arising from and relating to 0.97% bond due 6/18/04 (CUSIP XS0130823593)
8. Claims arising from and relating to 0.52% bond due 5/15/02 (CUSIP XS0129515077)
9. Claims arising from and relating to 0.493% bond due 6/13/02 (CUSIP XS0131599044)
10. Claims arising from and relating to 7.00% Exchangeable Note Payable due 7/31/02 (CUSIP 293561882)
11. Claims arising from and relating to 9.125% Note Payable due 4/01/03 (CUSIP 293561AQ9)
12. Claims arising from and relating to 9.875% Note Payable due 6/15/03 (CUSIP 293561AF3)
13. Claims arising from and relating to 7.875% Note Payable due 6/15/03 (CUSIP 293561CBO)
14. Claims arising from and relating to 6.625% Note Payable due 10/15/03 (CUSIP 293561BN5)
15. Claims arising from and relating to 7.625% Note Payable due 9/10/04 (CUSIP 293561AR7)
16. Claims arising from and relating to 6.75% Note Payable due 9/01/04 (CUSIP 293561AY2)
17. Claims arising from and relating to 8.375% Note Payable due 5/23/05 (CUSIP 29357WAA5)
18. Claims arising from and relating to 6.625% Note Payable due 11/15/05 (CUSIP 293561BS4)
19. Claims arising from and relating to 9.625% Note Payable due 3/15/06 (CUSIP 460575AR4)
20. Claims arising from and relating to 6.40% Note Payable due 7/15/06 (CUSIP 293561BT2)
21. Claims arising from and relating to 6.875% Note Payable due 10/15/07 (CUSIP 293561AZ9)
22. Claims arising from and relating to 6.725% Note Payable due 11/15/08 (CUSIP 293561BP0)

23. Claims arising from and relating to 6.75% Note Payable due 8/01/09 (CUSIP 293561BA3)
24. Claims arising from and relating to 7.375% Note Payable due 5/15/19 (CUSIP 293561BX3)
25. Claims arising from and relating to 6.95% Note Payable due 7/15/28 (CUSIP 293561BW5)
26. Claims arising from and relating to 6.95% Note Payable due 7/15/28 (CUSIP 293561BU9)
27. Claims arising from and relating to 6.50% Note Payable due 8/01/02 (CUSIP 293561BL9)
28. Claims arising from and relating to 6.75% Senior Notes due 9/15/04 (CUSIP 293561BM7)
29. Claims arising from and relating to 7.125% Senior Notes due 5/15/07 (CUSIP 293561AX4)
30. Claims arising from and relating to 7.00% Senior Debentures due 8/15/23 (CUSIP 293561AU0)
31. Claim of Prudential Insurance Company of America arising from and relating to 7.02385% Senior Loan due 6/30/15
32. Claim of Prudential Insurance Company of America arising from and relating to 7.5445% Senior Loan due 12/30/15
33. Claim of Allied Irish Banks, P.L.C. relating to the \$12,000,000 13-Month Term Credit Agreement among Enron Corp., as Borrower, the Banks party thereto, and Toronto-Dominion (Texas) Inc. (the "TD Credit Agreement"), as Agent
34. Claim of UBS AG, Stamford Branch relating that certain Promissory Note dated November 15, 1993 by Enron Corp. in favor of UBS AG, Stamford Branch, by assignment in the original principal amount of \$100,000,000
35. Claim of Barclays Bank relating to that certain Promissory Note dated March 15, 1991 between Barclays Bank PLC and Enron Corp.
36. Partial Claim of Deutsche Bank, as Trustee, on behalf of Nordea Bank Norge ASA, arising from and relating to the TD Credit Agreement

37. Claim of Banco Popolare di Verona e Novara relating to the TD Credit Agreement
38. Claims arising from and relating to the Guaranty dated August 10, 2001 by Enron Corp. in favor of the lenders party from time to time to the Credit Agreement dated August 10, 2001 among San Juan Gas Company, Inc., the lenders party thereto and Banco Bilbao Vizcaya Argentaria Puerto Rico, as Administrative Agent, and in favor of the Administrative Agent, approximately \$15.8 million
39. Claims arising from and relating to that certain Senior Demand Note dated on or around July 25, 2001 in the approximate principal amount of \$11.7 million made by Enron Corp. in favor of United States Trust Company in its capacity as Securities Intermediary for the European Power Limited Company, in connection with Margaux structure
40. Claim No. 11132 against Enron Corp , as described and in the amount allowed pursuant to § 3.1 of the Settlement Agreement dated as of April 28, 2004, by and among Enron Corp., Enron North America Corp., Enron Power Marketing, Inc., Sequoia Financial Assets, LLC, Cheyenne Finance S.a.r.l., Cherokee Financial V.O.F. i.l., Enron Finance Partners, LLC, JPMorgan Chase Bank, formerly known as the Chase Manhattan Bank, and each of the Choctaw Parties and Zephyrus Parties (as defined therein) (the “Choctaw/Zephyrus Settlement”).
41. The Class 185 portion of Claim No. 11126 against Enron Corp., as described and in the amount allowed pursuant to § 3.1 of the Choctaw/Zephyrus Settlement.
42. The Class 4 portion of Claim No. 11126 against Enron Corp., as described and in the amount allowed pursuant to § 3.1 of the Choctaw/Zephyrus Settlement.
43. Claim of West LB AG, New York Branch, relating to guarantee of drawn letter of credit obligations of Teeside
44. Claim of ING Bank N.V., London Branch relating to EEL Loan
45. Claim of Mizuho Corporate Bank, Ltd. relating to Enron Japan funding agreement
46. Certain Claims arising from and relating to ENE guarantee of limited claims in connection with Riverside 5 structure

47. Certain Claims arising from and relating to ENE guarantee of limited claims in connection with Riverside 6 structure
48. Certain Claims arising from and relating to ENE guarantee of limited claims in connection with Riverside 8 structure
49. Claim arising from and relating to the Guarantee dated July 15, 1999 made by Enron Corp. in favor of Teesside Power Holdings Limited and Midlands Power (TPL) Limited
50. Claim arising from and relating to that certain Enron Debt Security Series 1999-A dated November 18, 1999 in the amount of \$25,000,000 payable by Enron Corp. to Yosemite Securities Trust I
51. Claim arising from and relating to that certain Enron Debt Security Series 2000-A dated February 23, 2000 in the amount of £15,500,000 payable by Enron Corp. to Yosemite Securities Company Ltd.
52. Claim arising from and relating to that certain Enron Debt Security dated August 25, 2000 in the amount of \$25,000,000 payable by Enron Corp. to Citibank, N.A.
53. Claim arising from and relating to that certain Enron Debt Security dated May 24, 2001 in the amount of \$25,000,000 payable by Enron Corp. to Citibank, N.A.
54. Claim arising from and relating to that certain Enron Debt Security dated May 24, 2001 in the amount of €30,000,000 payable by Enron Corp. to Citibank, N.A.
55. Claim arising from and relating to that certain Enron Debt Security dated May 24, 2001 in the amount of £15,500,000 payable by Enron Corp. to Citibank, N.A.
56. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated February 23, 1995 between Enron Corp. and ABN AMRO Bank, N.V.
57. Claim arising from and relating to that certain Standby Letter of Credit dated December 23, 1998, as amended between SunTrust Bank and Enron Corp.
58. Claim arising from and relating to that certain Trade Finance and Reimbursement Agreement dated September 10, 2001 among Enron Corp., WestLB AG, London Branch and the banks named therein

59. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated August 9, 1995 between Enron Corp. and Toronto Dominion (Texas), Inc.
60. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated January 27, 1995, as amended by Enron Corp. and Bank of America, N.A.
61. Claim arising from and relating to that certain Amended and Restated Master Letter of Credit and Reimbursement Agreement dated May 10, 1999 between Enron Corp. and Australia and New Zealand Banking Group Limited, New York Branch
62. Claim arising from and relating to that certain Guaranty Agreement dated March 1, 2000 by Enron Corp. in favor of Credit Agricole Indosuez, as agent related to the Committed Trade Finance Facility Agreement dated March 7, 2000 between Enron Europe Limited, Enron Capital & Trade Resources International Corp., the financial institutions listed in Appendix I thereto, and Credit Agricole Indosuez
63. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated February 6, 1996, as amended, between Enron Corp. and Bayerische Hypo-Und Vereinsbank AG, New York Branch
64. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated October 5, 2000 between Banca Nazionale del Lavoro S.p.A.
65. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated June 16, 1999 between Enron Corp. and American Express Bank, Ltd., New York Agency
66. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated January 4, 2000 between Enron Corp. and IntesaBci S.p.A., New York Branch
67. Claims arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated July 13, 2000 between Enron Corp. and Westdeutsche Landesbank Girozentrale
68. Claims arising from and relating to that certain U.S. \$500,000,000 Letter of Credit and Reimbursement Agreement dated May 14, 2001 between Enron Corp., the banks named therein and JPMorgan Chase Bank and Citibank, N.A., as co-administrative

agents and JPMorgan Chase Bank as Paying Agent and Issuing Bank

69. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated June 16, 1995 between Enron Corp. and JPMorgan Chase Bank
70. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated June 30, 2000 between Enron Corp. and Banca di Roma
71. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated August 1, 2000 between Enron Corp. and UniCredito Italiano, New York Branch

B. Claims Entitled to Benefits of Subordination of Enron TOPrS Debentures

1. Claims arising from and relating to 4.375% bonds due 4/08/05 (CUSIP XS0096366686)
2. Claims arising from and relating to that certain U.S. \$1.75 billion 364-Day Revolving Credit Agreement dated May 14, 2001 among Enron Corp., as Borrower, Citibank and JPMorgan Chase Bank as Co-Administrative Agents, and the Banks named therein
3. Claims arising from and relating to that certain U.S. \$1.25 billion Long-Term Revolving Credit Agreement dated May 18, 2000 among Enron Corp., as Borrower, Citibank and JPMorgan Chase Bank as Co-Administrative Agents, and the Banks named therein
4. Claims arising from and relating to convertible senior note due 2021 (CUSIP 293561CC8/293561CD6)
5. Claims arising from and relating to floating rate notes due 6/18/03 (Yen CUSIP XS0130764649)
6. Claims arising from and relating to 0.77% bond due 6/18/03 (CUSIP XS0130765026)
7. Claims arising from and relating to 0.97% bond due 6/18/04 (CUSIP XS0130823593)
8. Claims arising from and relating to 0.52% bond due 5/15/02 (CUSIP XS0129515077)
9. Claims arising from and relating to 0.493% bond due 6/13/02 (CUSIP XS0131599044)

10. Claims arising from and relating to 7.00% Exchangeable Note Payable due 7/31/02 (CUSIP 293561882)
11. Claims arising from and relating to 9.125% Note Payable due 4/01/03 (CUSIP 293561AQ9)
12. Claims arising from and relating to 9.875% Note Payable due 6/15/03 (CUSIP 293561AF3)
13. Claims arising from and relating to 7.875% Note Payable due 6/15/03 (CUSIP 293561CBO)
14. Claims arising from and relating to 6.625% Note Payable due 10/15/03 (CUSIP 293561BN5)
15. Claims arising from and relating to 7.625% Note Payable due 9/10/04 (CUSIP 293561AR7)
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31. Claim of Prudential Insurance Company of America arising from and relating to 7.02385% Senior Loan due 6/30/15
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35. Claim of Barclays Bank relating to that certain Promissory Note dated March 15, 1991 between Barclays Bank PLC and Enron Corp.
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and in favor of the Administrative Agent, approximately \$15.8 million

39. Claims arising from and relating to that certain Senior Demand Note dated on or around July 25, 2001 in the approximate principal amount of \$11.7 million made by Enron Corp. in favor of United States Trust Company in its capacity as Securities Intermediary for the European Power Limited Company, in connection with Margaux structure
40. Claims arising from and relating to that certain Promissory Note made by Enron Corp. in favor of Enron Equity Corp. in the approximate amount of \$22.7 million
41. Claims arising from and relating to that certain Promissory Note made by Enron Corp. in favor of Enron Equity Corp. in the approximate amount of \$59.3 million
42. Claims arising from and relating to that certain Promissory Note dated April 5, 1996 made by Enron Corp. in favor of Enron Equity Corp. in the approximate amount of \$25.1 million
43. Claim No. 11132 against Enron Corp , as described and in the amount allowed pursuant to § 3.1 of the Choctaw/Zephyrus Settlement.
44. The Class 185 portion of Claim No. 11126 against Enron Corp., as described and in the amount allowed pursuant to § 3.1 of the Choctaw/Zephyrus Settlement.
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47. Claim of ING Bank N.V., London Branch relating to EEL Loan
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51. Certain Claims arising from and relating to ENE guarantee of limited claims in connection with Riverside 8 structure
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54. Claim arising from and relating to that certain Enron Debt Security Series 2000-A dated February 23, 2000 in the amount of £15,500,000 payable by Enron Corp. to Yosemite Securities Company Ltd.
55. Claim arising from and relating to that certain Enron Debt Security dated August 25, 2000 in the amount of \$25,000,000 payable by Enron Corp. to Citibank, N.A.
56. Claim arising from and relating to that certain Enron Debt Security dated May 24, 2001 in the amount of \$25,000,000 payable by Enron Corp. to Citibank, N.A.
57. Claim arising from and relating to that certain Enron Debt Security dated May 24, 2001 in the amount of €30,000,000 payable by Enron Corp. to Citibank, N.A.
58. Claim arising from and relating to that certain Enron Debt Security dated May 24, 2001 in the amount of £15,500,000 payable by Enron Corp. to Citibank, N.A.
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61. Claim arising from and relating to that certain Trade Finance and Reimbursement Agreement dated September 10, 2001 among Enron Corp., WestLB AG, London Branch and the banks named therein

62. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated August 9, 1995 between Enron Corp. and Toronto Dominion (Texas), Inc.
63. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated January 27, 1995, as amended by Enron Corp. and Bank of America, N.A.
64. Claim arising from and relating to that certain Amended and Restated Master Letter of Credit and Reimbursement Agreement dated May 10, 1999 between Enron Corp. and Australia and New Zealand Banking Group Limited, New York Branch
65. Claim arising from and relating to that certain Guaranty Agreement dated March 1, 2000 by Enron Corp. in favor of Credit Agricole Indosuez, as agent related to the Committed Trade Finance Facility Agreement dated March 7, 2000 between Enron Europe Limited, Enron Capital & Trade Resources International Corp., the financial institutions listed in Appendix I thereto, and Credit Agricole Indosuez
66. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated February 6, 1996, as amended, between Enron Corp. and Bayerische Hypo-Und Vereinsbank AG, New York Branch
67. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated October 5, 2000 between Banca Nazionale del Lavoro S.p.A.
68. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated June 16, 1999 between Enron Corp. and American Express Bank, Ltd., New York Agency
69. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated January 4, 2000 between Enron Corp. and IntesaBci S.p.A., New York Branch
70. Claims arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated July 13, 2000 between Enron Corp. and Westdeutsche Landesbank Girozentrale
71. Claims arising from and relating to that certain U.S. \$500,000,000 Letter of Credit and Reimbursement Agreement dated May 14, 2001 between Enron Corp., the banks named therein and JPMorgan Chase Bank and Citibank, N.A., as co-administrative

agents and JPMorgan Chase Bank as Paying Agent and Issuing Bank

72. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated June 16, 1995 between Enron Corp. and JPMorgan Chase Bank
73. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated June 30, 2000 between Enron Corp. and Banca di Roma
74. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated August 1, 2000 between Enron Corp. and UniCredito Italiano, New York Branch

C. Claims Entitled to Benefits of Subordination of Enron Capital Resources, L.P. 9% Cumulative Preferred Securities, Series A

1. Claims arising from and relating to 4.375% bonds due 4/08/05 (CUSIP XS0096366686)
2. Claims arising from and relating to that certain U.S. \$1.75 billion 364-Day Revolving Credit Agreement dated May 14, 2001 among Enron Corp., as Borrower, Citibank and JPMorgan Chase Bank as Co-Administrative Agents, and the Banks named therein
3. Claims arising from and relating to that certain U.S. \$1.25 billion Long-Term Revolving Credit Agreement dated May 18, 2000 among Enron Corp., as Borrower, Citibank and JPMorgan Chase Bank as Co-Administrative Agents, and the Banks named therein
4. Claims arising from and relating to convertible senior note due 2021 (CUSIP 293561CC8/293561CD6)
5. Claims arising from and relating to floating rate notes due 6/18/03 (Yen CUSIP XS0130764649)
6. Claims arising from and relating to 0.77% bond due 6/18/03 (CUSIP XS0130765026)
7. Claims arising from and relating to 0.97% bond due 6/18/04 (CUSIP XS0130823593)
8. Claims arising from and relating to 0.52% bond due 5/15/02 (CUSIP XS0129515077)
9. Claims arising from and relating to 0.493% bond due 6/13/02 (CUSIP XS0131599044)

10. Claims arising from and relating to 7.00% Exchangeable Note Payable due 7/31/02 (CUSIP 293561882)
11. Claims arising from and relating to 9.125% Note Payable due 4/01/03 (CUSIP 293561AQ9)
12. Claims arising from and relating to 9.875% Note Payable due 6/15/03 (CUSIP 293561AF3)
13. Claims arising from and relating to 7.875% Note Payable due 6/15/03 (CUSIP 293561CBO)
14. Claims arising from and relating to 6.625% Note Payable due 10/15/03 (CUSIP 293561BN5)
15. Claims arising from and relating to 7.625% Note Payable due 9/10/04 (CUSIP 293561AR7)
16. Claims arising from and relating to 6.75% Note Payable due 9/01/04 (CUSIP 293561AY2)
17. Claims arising from and relating to 8.375% Note Payable due 5/23/05 (CUSIP 29357WAA5)
18. Claims arising from and relating to 6.625% Note Payable due 11/15/05 (CUSIP 293561BS4)
19. Claims arising from and relating to 9.625% Note Payable due 3/15/06 (CUSIP 460575AR4)
20. Claims arising from and relating to 6.40% Note Payable due 7/15/06 (CUSIP 293561BT2)
21. Claims arising from and relating to 6.875% Note Payable due 10/15/07 (CUSIP 293561AZ9)
22. Claims arising from and relating to 6.725% Note Payable due 11/15/08 (CUSIP 293561BP0)
23. Claims arising from and relating to 6.75% Note Payable due 8/01/09 (CUSIP 293561BA3)
24. Claims arising from and relating to 7.375% Note Payable due 5/15/19 (CUSIP 293561BX3)
25. Claims arising from and relating to 6.95% Note Payable due 7/15/28 (CUSIP 293561BW5)

26. Claims arising from and relating to 6.95% Note Payable due 7/15/28 (CUSIP 293561BU9)
27. Claims arising from and relating to 6.50% Note Payable due 8/01/02 (CUSIP 293561BL9)
28. Claims arising from and relating to 6.75% Senior Notes due 9/15/04 (CUSIP 293561BM7)
29. Claims arising from and relating to 7.125% Senior Notes due 5/15/07 (CUSIP 293561AX4)
30. Claims arising from and relating to 7.00% Senior Debentures due 8/15/23 (CUSIP 293561AU0)
31. Claim of Prudential Insurance Company of America arising from and relating to 7.02385% Senior Loan due 6/30/15
32. Claim of Prudential Insurance Company of America arising from and relating to 7.5445% Senior Loan due 12/30/15
33. Claim of Allied Irish Banks, P.L.C. relating to the \$12,000,000 13-Month Term Credit Agreement among Enron Corp., as Borrower, the Banks party thereto, and Toronto-Dominion (Texas) Inc. (the "TD Credit Agreement"), as Agent
34. Claim of UBS AG, Stamford Branch relating that certain Promissory Note dated November 15, 1993 by Enron Corp. in favor of UBS AG, Stamford Branch, by assignment in the original principal amount of \$100,000,000
35. Claim of Barclays Bank relating to that certain Promissory Note dated March 15, 1991 between Barclays Bank PLC and Enron Corp.
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37. Claim of Banco Popolare di Verona e Novara relating to the TD Credit Agreement
38. Claims arising from and relating to the Guaranty dated August 10, 2001 by Enron Corp. in favor of the lenders party from time to time to the Credit Agreement dated August 10, 2001 among San Juan Gas Company, Inc., the lenders party thereto and Banco Bilbao Vizcaya Argentaria Puerto Rico, as Administrative Agent,

and in favor of the Administrative Agent, approximately \$15.8 million

39. Claims arising from and relating to that certain Senior Demand Note dated on or around July 25, 2001 in the approximate principal amount of \$11.7 million made by Enron Corp. in favor of United States Trust Company in its capacity as Securities Intermediary for the European Power Limited Company, in connection with Margaux structure
40. Claims arising from and relating to that certain Promissory Note made by Enron Corp. in favor of Enron Equity Corp. in the approximate amount of \$22.7 million
41. Claims arising from and relating to that certain Promissory Note made by Enron Corp. in favor of Enron Equity Corp. in the approximate amount of \$59.3 million
42. Claims arising from and relating to that certain Promissory Note dated April 5, 1996 made by Enron Corp. in favor of Enron Equity Corp. in the approximate amount of \$25.1 million
43. Claim No. 11132 against Enron Corp., as described and in the amount allowed pursuant to § 3.1 of the Choctaw/Zephyrus Settlement.
44. The Class 185 portion of Claim No. 11126 against Enron Corp., as described and in the amount allowed pursuant to § 3.1 of the Choctaw/Zephyrus Settlement.
45. The Class 4 portion of Claim No. 11126 against Enron Corp., as described and in the amount allowed pursuant to § 3.1 of the Choctaw/Zephyrus Settlement.
46. Claim of West LB AG, New York Branch, relating to guarantee of drawn letter of credit obligations of Teeside
47. Claim of ING Bank N.V., London Branch relating to EEL Loan
48. Claim of Mizuho Corporate Bank, Ltd. relating to Enron Japan funding agreement
49. Certain Claims arising from and relating to ENE guarantee of limited claims in connection with Riverside 5 structure
50. Certain Claims arising from and relating to ENE guarantee of limited claims in connection with Riverside 6 structure

51. Certain Claims arising from and relating to ENE guarantee of limited claims in connection with Riverside 8 structure
52. Claim arising from and relating to the Guarantee dated July 15, 1999 made by Enron Corp. in favor of Teesside Power Holdings Limited and Midlands Power (TPL) Limited
53. Claim arising from and relating to that certain Enron Debt Security Series 1999-A dated November 18, 1999 in the amount of \$25,000,000 payable by Enron Corp. to Yosemite Securities Trust I
54. Claim arising from and relating to that certain Enron Debt Security Series 2000-A dated February 23, 2000 in the amount of £15,500,000 payable by Enron Corp. to Yosemite Securities Company Ltd.
55. Claim arising from and relating to that certain Enron Debt Security dated August 25, 2000 in the amount of \$25,000,000 payable by Enron Corp. to Citibank, N.A.
56. Claim arising from and relating to that certain Enron Debt Security dated May 24, 2001 in the amount of \$25,000,000 payable by Enron Corp. to Citibank, N.A.
57. Claim arising from and relating to that certain Enron Debt Security dated May 24, 2001 in the amount of €30,000,000 payable by Enron Corp. to Citibank, N.A.
58. Claim arising from and relating to that certain Enron Debt Security dated May 24, 2001 in the amount of £15,500,000 payable by Enron Corp. to Citibank, N.A.
59. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated February 23, 1995 between Enron Corp. and ABN AMRO Bank, N.V.
60. Claim arising from and relating to that certain Standby Letter of Credit dated December 23, 1998, as amended between SunTrust Bank and Enron Corp.
61. Claim arising from and relating to that certain Trade Finance and Reimbursement Agreement dated September 10, 2001 among Enron Corp., WestLB AG, London Branch and the banks named therein

62. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated August 9, 1995 between Enron Corp. and Toronto Dominion (Texas), Inc.
63. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated January 27, 1995, as amended by Enron Corp. and Bank of America, N.A.
64. Claim arising from and relating to that certain Amended and Restated Master Letter of Credit and Reimbursement Agreement dated May 10, 1999 between Enron Corp. and Australia and New Zealand Banking Group Limited, New York Branch
65. Claim arising from and relating to that certain Guaranty Agreement dated March 1, 2000 by Enron Corp. in favor of Credit Agricole Indosuez, as agent related to the Committed Trade Finance Facility Agreement dated March 7, 2000 between Enron Europe Limited, Enron Capital & Trade Resources International Corp., the financial institutions listed in Appendix I thereto, and Credit Agricole Indosuez
66. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated February 6, 1996, as amended, between Enron Corp. and Bayerische Hypo-Und Vereinsbank AG, New York Branch
67. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated October 5, 2000 between Banca Nazionale del Lavoro S.p.A.
68. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated June 16, 1999 between Enron Corp. and American Express Bank, Ltd., New York Agency
69. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated January 4, 2000 between Enron Corp. and IntesaBci S.p.A., New York Branch
70. Claims arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated July 13, 2000 between Enron Corp. and Westdeutsche Landesbank Girozentrale
71. Claims arising from and relating to that certain U.S. \$500,000,000 Letter of Credit and Reimbursement Agreement dated May 14, 2001 between Enron Corp., the banks named therein and JPMorgan Chase Bank and Citibank, N.A., as co-administrative

agents and JPMorgan Chase Bank as Paying Agent and Issuing Bank

72. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated June 16, 1995 between Enron Corp. and JPMorgan Chase Bank
73. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated June 30, 2000 between Enron Corp. and Banca di Roma
74. Claim arising from and relating to that certain Master Letter of Credit and Reimbursement Agreement dated August 1, 2000 between Enron Corp. and UniCredito Italiano, New York Branch

D. Claims Entitled to Benefits of Subordination of Enron Capital LLC, 8% Cumulative Preferred Securities

1. Claims arising from and relating to 4.375% bonds due 4/08/05 (CUSIP XS0096366686)
2. Claims arising from and relating to that certain U.S. \$1.75 billion 364-Day Revolving Credit Agreement dated May 14, 2001 among Enron Corp., as Borrower, Citibank and JPMorgan Chase Bank as Co-Administrative Agents, and the Banks named therein
3. Claims arising from and relating to that certain U.S. \$1.25 billion Long-Term Revolving Credit Agreement dated May 18, 2000 among Enron Corp., as Borrower, Citibank and JPMorgan Chase Bank as Co-Administrative Agents, and the Banks named therein
4. Claims arising from and relating to convertible senior note due 2021 (CUSIP 293561CC8/293561CD6)
5. Claims arising from and relating to floating rate notes due 6/18/03 (Yen CUSIP XS0130764649)
6. Claims arising from and relating to 0.77% bond due 6/18/03 (CUSIP XS0130765026)
7. Claims arising from and relating to 0.97% bond due 6/18/04 (CUSIP XS0130823593)
8. Claims arising from and relating to 0.52% bond due 5/15/02 (CUSIP XS0129515077)
9. Claims arising from and relating to 0.493% bond due 6/13/02 (CUSIP XS0131599044)

10. Claims arising from and relating to 7.00% Exchangeable Note Payable due 7/31/02 (CUSIP 293561882)
11. Claims arising from and relating to 9.125% Note Payable due 4/01/03 (CUSIP 293561AQ9)
12. Claims arising from and relating to 9.875% Note Payable due 6/15/03 (CUSIP 293561AF3)
13. Claims arising from and relating to 7.875% Note Payable due 6/15/03 (CUSIP 293561CBO)
14. Claims arising from and relating to 6.625% Note Payable due 10/15/03 (CUSIP 293561BN5)
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